General terms and conditions of lease
drawn up by Compact Rent Machineverhuur BV, having its registered office in Beneden-Leeuwen
filed with the Chamber of Commerce in Tiel (registration number: 11055486)

Article 1. Applicability
1. The general terms and conditions apply to all offers, acceptances, agreements and other acts relating to the provision of a leased property and the provision of services by the lessor in connection therewith.
2. Deviations from and/or additions to the general terms and conditions will only apply if agreed upon in writing between the lessor and the lessee, and furthermore apply exclusively to the lease agreement in which the deviating provisions are made. The applicability of any other general terms and conditions or provisions is excluded, except insofar as such general terms and conditions have been expressly accepted in writing by the lessor.
3. The general terms and conditions also apply to other lease agreements, including subsequent or supplementary agreements, to which the lessee and lessor or their legal successor(s), are parties.

Article 2. Offers.
1. Unless expressly stated otherwise, all offers made by the lessor, in whatever form, are without obligation. A non-binding offer from the lessor may be revoked by the lessor, even within 10 (ten) working days after the lessor has received acceptance from the lessee.
2. Statements and specifications provided by the lessor regarding size, capacity, performance or results are issued only as approximations.
3. Insofar as the lessee performs any service and/or makes preparations to that end, in an apparent expectation or assumption that a lease agreement will be or has been concluded, the lessee does so at its own risk and expense.

Article 3. Lease price and security.
1. All prices quoted by the lessor are exclusive of VAT and a mandatory contribution to insurance, unless expressly agreed otherwise in writing. VAT due is charged separately. Insofar as costs must be incurred by the lessor for making the leased property available, such as transport costs, fuel, etc., the lessor may charge these separately to the lessee as well.
2. If the payment of a security deposit by the lessee has been agreed, the lessor may suspend making the leased property available until the security deposit has been paid in full. The security deposit will be refunded to the lessee at the end of the lease agreement, without compensation for interest and subject to set-off against any amounts the lessor is entitled to claim from the lessee on any grounds whatsoever.
3. If, in the reasonable opinion of the lessor, the financial position of the lessee gives rise to such a need, the lessee is obliged, upon demand of the lessor, to immediately provide (additional) security to the satisfaction of the lessor for the fulfilment of the lessee's obligations under the lease agreement. If the lessee fails to provide sufficient security in a timely manner, the lessor is entitled to terminate the lease agreement with immediate effect without being liable to pay any compensation.

Article 4. Payment.
1. The amount owed by the lessee to the lessor must be paid in a timely manner, either in cash to the lessor or by transfer to a bank or giro account to be specified by the lessor. A bank transfer payment will only be deemed to have been made on time if the amount due has been credited to the bank or giro account referred to in the previous sentence no later than the agreed date.
2. If and insofar as (any part of) the lease price has not been received by the agreed date at the latest, the lessor is entitled, without prejudice to its right to demand performance: (a) to charge the lessee interest of 1.5% per month on (that part of) the lease price from that date onward, where, for the calculation of which part of a month will be considered a full month and (b) to suspend the performance of its obligations under all lease agreements concluded with the lessee. If the lessee, even after a written demand, fails to pay the full amount due to the lessor within the further period granted to it, the lessor will furthermore be entitled to dissolve the agreement with immediate effect. The lessor may charge the lessee for all costs which it must incur, whether in or out of court, to preserve its rights against the lessee. The extrajudicial collection costs amount to a minimum of €1,135.00 per action taken by the lessor against the lessee.
3. A payment by the lessee will first be applied to any interest due, then to costs incurred by the lessor in connection with the lessee's default under the lease agreement, and only thereafter to lease price instalments due, with the earliest due instalment taking precedence over the latest due instalment. The foregoing applies insofar as the lessor does not stipulate otherwise.
4. Unless expressly agreed otherwise in writing, the lessee is not permitted to apply any discount, deduction or set-off to a payment.

Article 5. Provision and acceptance of the leased property.
1. Unless expressly agreed otherwise in writing, the provision of the leased property by the lessor to the lessee will take place at the agreed time at the construction site, storage facility or warehouse of the lessor, as designated by the latter. The lessor will only be in default with regard to making the leased property available if it fails to make it available after expiry of a reasonable further period granted to it in writing after the original period, taking all circumstances into account.
2. If the lessee fails to take delivery of the leased property at the agreed time and this is not attributable to the lessor, the lessee will be in default by that mere failure. Without prejudice to its right to compensation for all costs and damage in connection with the first failure to take delivery, the lessor is entitled to dissolve the lease agreement without judicial intervention and with immediate effect, if the lessee again fails to take delivery of the leased property on or before the second date notified to the lessee by the lessor.
3. Upon taking delivery of the leased property, or immediately thereafter, the lessee must carefully inspect the leased property for soundness, integrity and completeness. If the lessee discovers any defects or deficiencies in this regard, it must report them to the lessor in writing no later than three working days after discovery. Defects which the lessee does not discover in a timely manner on account of it failing to carefully inspect the leased property for soundness, integrity and completeness upon or at least immediately after taking delivery, or defects that the lessee has not reported to the lessor in writing in a timely manner, do not constitute grounds for a reduction of the lease price, dissolution of the lease agreement or compensation for damage.

Article 6. Use.
1. The lessee is obliged to use the leased property as a good lessee, which includes, among other things:
a) the lessee using the leased property solely for the purpose for which it is leased and is otherwise suitable by its nature within that framework;
b) the lessee using the leased property in compliance with the instructions provided to it by the lessor by means of instruction manuals or similar, or otherwise;
c) the lessee continuously inspecting the leased property for proper functioning and, unless otherwise agreed, performing the necessary daily maintenance in a timely manner to maintain proper functioning, all in accordance with the manufacturer's specifications, if available;
d) the lessee taking all reasonable measures to prevent damage to and/or loss of the leased property, insuring the equipment through the lessor and the lessee paying a contribution to the lessor for this;
e) the lessee not moving or relocating the leased property from the location where the leased property is intended to be used under the lease agreement, unless permission to do so has been obtained from the lessor three (3) days in advance.
2. If a permit is required for the use of the leased property, the lessee will, unless expressly agreed otherwise, ensure the permit is obtained in a timely manner.
3. The lessee is prohibited from making the leased property available to third parties for lease, sublease, use or otherwise, without the prior written consent of the lessor.
4. If the lessor wishes to have access to the leased property for inspection, maintenance or repair, the lessee will provide its full and immediate cooperation thereto upon a request to that effect, which includes, among other things, making a suitable and safe workplace available for this purpose if so requested, in accordance with the applicable Working Conditions and Environmental Regulations.

Article 7. Attachment: third-party claims.
1. If an attachment is levied (or threatened to be levied) on the leased property, or if third parties assert claims in respect of the leased property, the lessee is obliged to notify the lessor thereof without delay. The lessee must furthermore act in accordance with the instructions to be given by the lessor in that event. The lessor is entitled to make a replacement leased property of equivalent value available to the lessee.

Article 8. Defects.
1. Without prejudice to the provisions of Article 5, under 3, if during the lease the lessee discovers defects, deficiencies or damage to the leased property, the lessee must notify the lessor thereof in writing without delay and, in any event, within three working days. Defects, deficiencies or damage that have not been reported in writing in a timely manner will not constitute grounds for a reduction in the lease price, dissolution of the lease agreement or compensation for damage by the lessor.
2. After discovering a defect, deficiency or damage to the leased property, the lessee will discontinue its use, except after consultation with the lessor. If the lessee fails to consult the lessor (in a timely manner), any damage resulting from this continued use will be for or remain at the lessee's expense.
3. If a defect, deficiency or damage to the leased property has been reported by the lessee and it has been established that repair is required with a view to the continued use or preservation of the leased property, the lessor will remedy the defect, deficiency or damage as soon as possible by means of repair, taking into account the nature of the defect, deficiency or damage and the available manpower and material. At the request of the lessor, the lessee will forthwith make the leased property to be repaired available to the lessor at a location to be designated by the lessor. Under no circumstances will the lessee have a repair carried out by a third party without the prior consent of the lessor. The lessor may make a replacement equivalent leased property available to the lessee, temporarily or otherwise. The costs of the repair will be borne by the lessor, unless and insofar as the lessor demonstrates that the defect, deficiency or damage is attributable to the lessee. In any event, the following will be attributable to the lessee: (I) use of the leased property which does not constitute use as a good lessee or (II) acts or omissions of third parties for whom the lessor bears no legal responsibility.
4. If as a result of a defect, deficiency or damage to the leased property that is not (or not partly) attributable to the lessee, the lessee is entirely unable to use the leased property for more than one (1) working day, the lessee will be entitled to a reduction of the lease price in the sense that no lease price will be due for the days on which, after the aforementioned period, the lessee is entirely unable to make use of the leased property.
5. If (I) the lessor has failed to remedy the defect, deficiency or damage even after receiving written notice from the lessee setting a reasonable period for repair, taking into account the nature of the defect, deficiency or damage, as well as the available manpower and materials, (II) the lessee cannot reasonably be expected to continue using the leased property due to the nature of the defect, deficiency or damage, and (III) the lessor has not made a replacement leased property of equivalent quality available, the lessee will be entitled to dissolve the lease agreement. However, the lessee is not entitled to dissolution as long as it has not, in the lessor's opinion, provided sufficient security for the payment of the repair costs, if the lessor has requested this pursuant to the provisions of Article 8, under 3, last sentence.

Article 9. Loss or destruction of the leased property.
1. Immediately upon discovery, the lessee must report to the lessor any total or partial loss (dispossession) or total or partial destruction of the leased property in a physical sense, and furthermore provide the lessor with all cooperation that the latter requires in connection with said loss or destruction. Destruction is also deemed to occur if, in the lessor's opinion, the costs of repairing any damage to the leased property exceed the commercial market value of the leased property at that time.
2. Unless after notification of the loss or destruction of the leased property, the lessor makes a replacement leased property of equivalent quality available, the lease agreement will terminate in the event of loss or destruction of the leased property. However, if, in the event of partial loss or partial destruction of the leased property, the lessee wishes to continue using the remaining part of the leased property, the lease agreement will be continued at a reduced lease price. Unless the parties agree otherwise, the lease price will be reduced in the same proportion as the commercial market value of the entire leased property has been reduced as a result of the partial loss or destruction.
3. If the loss or destruction is the result of a circumstance which is legally attributable to the lessee, which is the case, for example, when the leased property is used in a manner inconsistent with that of a good lessee, any damage suffered by the lessor as a result will be borne by the lessee.

Article 10. Return at the end of the lease agreement.
1. Unless explicitly agreed otherwise in writing, the lessee must return the leased property cleaned and, apart from normal wear and tear of the leased property resulting from use as a good lessee, in its original state to the lessor by making the leased property available to the lessor at the place where the lessor made the leased property available to the lessee for the performance of the lease agreement, and no later than on the day on which the lease agreement ends on account of expiry of the agreed lease term or otherwise.
2. Furthermore, in the manner and at the time described in Article 10, under 1, the lessee must return to the lessor any components of the leased property that may have become detached or released during the lease period, including as a result of maintenance performed by the lessee.
3. If the lessee fails to make the leased property available at the place and date applicable to it, the lessee will be in default without any notice of default or demand being required from the lessor. In that case, the lessee will forfeit a penalty amounting to, unless otherwise agreed, three (3) % of the purchase price (excluding VAT) of a similar or equivalent leased property, for each day that the lessee fails to comply with the obligation to make the leased property available at the place and time applicable to it. In addition to the penalty, the lessor is entitled to full compensation for all damage or loss suffered by it as a result of the lessee's failure to comply with the obligation to make the leased property available at the place and time applicable to it. Furthermore, the lessor will then be entitled, and expressly authorised by the lessee, to enter the place where the leased property is located in order to take possession of the leased property. The costs associated with this are also at the expense of the lessee.
4. If, upon return, it appears that the leased property is damaged or has not been cleaned, the lessee will be liable for the damage and costs incurred by the lessor as a result, unless the lessee demonstrates that the damage or lack of cleanliness is the result of circumstances beyond its control.

Article 11. Termination of the lease agreement.
1. The lessor is entitled to terminate the lease agreement with immediate effect if:
a) a suspension of payments or bankruptcy has been requested in respect of the lessee;
b) an attachment has been levied on the lessee's assets or any part thereof;
c) the lessee's business is (largely) shut down, discontinued or liquidated;
d) the lessee (largely) vacates or evidently permanently abandons its premises or location without prior written notice;
e) any other circumstance arises which may give rise to reasonable doubt on the part of the lessor regarding fulfilment by the lessee of its obligations under the lease agreement.

Article 12. Lessor's liability for damage.
1. Without prejudice to what is provided elsewhere in these terms and conditions, the liability of the lessor for damage or loss towards the lessee arising from or in connection with (a) lease agreement(s) between the lessor and the lessee is subject to the following:
a) the lessor cannot be held liable for loss of income and costs in connection with the interruption, standstill and/or resumption of a business or work, or a part of a business or work;
b) for damage or loss other than that referred to under a), the lessor can only be held liable for a total amount of no more than €22,670.00.
The limits referred to under a) and b) do not apply if the lessee demonstrates that the damage or loss, for which the lessee holds the lessor liable, is the result of intent or gross negligence on the part of (statutory) directors or equivalent managers of the lessor.
c) the lessor provides a service and is therefore never liable for damage or loss, or consequential damage or loss
2. If an event occurs from which damage or loss arises or can reasonably be expected to arise for the lessee, for which the lessor may be held liable, the lessee must notify the lessor of that event in writing with due speed, but in any event within three weeks after that event. If the lessee fails to provide timely written notice, its right to compensation for damage or loss arising from the relevant event will lapse. All claims for compensation for damage or loss by the lessee against the lessor lapse twelve months after the event causing the damage or loss, except insofar as it concerns damage or loss that has been reported to the lessor in a timely manner in accordance with the provisions of the preceding paragraph.
3. The lessee indemnifies the lessor against all third-party claims relating to leased properties leased out by the lessor to the lessee, except insofar as the lessee demonstrates that those claims concern damage or loss for which the lessor would be liable if the lessee had held the lessor liable for that damage or loss. This indemnity also covers the costs that the lessor must incur in connection with a claim by a third party.

Article 13. Compensation scheme.
1. If the lessor has made the leased property available with insurance against damage, destruction and loss, without prejudice to what is stipulated elsewhere in these terms and conditions, this is subject to the condition that:
a) the lessee must take care of the leased property with due care and diligence;
b) the lessee must immediately report any damage, destruction or loss of the leased property to the lessor, also in writing;
c) lessee remains obliged to compensate the lessor for the damage or loss suffered by the lessor as a result of damage, destruction and/or loss of the leased property, if and insofar as the insurance taken out by the lessor does not provide cover, for example due to the 'excess' clause or because the damage, destruction and/or loss of the leased property was caused by gross negligence on the part of lessee, because lessee failed to report the damage, destruction or loss to lessor in a timely manner or because the insured sum is insufficient to fully cover the damage or loss resulting from damage or loss of the leased property.
d) the lessee must reimburse the lessor for the excess if the damage or loss is covered by insurance, without prejudice to the provisions of paragraph 1, under c. The excess in the event of damage or loss amounts to €2,500 per loss event. The excess for fire and theft amounts to €5,000 per loss event.
2. Cable and pipeline damage is excluded from the compensation scheme under paragraph 1 of this article.

Article 14. Joint and several liability.
If the lessee consists of more than one (legal) person at any time during the term of the lease agreement, each of these (legal) persons will be jointly and severally liable to the lessor for the obligations arising from the lease agreement.

Article 15. Transfer of rights and obligations
The lessee may transfer rights or obligations under the lease agreement to, or have them assumed by, a third party only with the prior written consent of the lessor. The lessor may grant said consent subject to conditions.

Article 16. Applicable law and competent court.
1. The lease agreement is governed exclusively by Dutch law.
2. All disputes arising from or in connection with the lease agreement, including disputes regarding its existence and validity, will be settled by the competent court in the Netherlands or Belgium. This does not, however, prevent the parties from submitting, by mutual agreement, a dispute that has arisen to an arbitral tribunal, which in that case will be appointed in accordance with the rules set out in the Articles of Association of the Court of Arbitration for the Metal Trade and Industry in The Hague and which, with due observance of the Articles of Association of that Court, will render an award.

Article 17.
1. The lessor hereby incorporates the following (third-party) clause for the benefit of any financing company.
2. The lessee declares that it is aware of and, in so far as necessary, agrees to the fact that ownership of the items may, where possible, vest in a financing company. Notwithstanding the existence of the present lease agreement, the lessee must surrender the items upon demand of the financing company, without the lessee being entitled to invoke any right of retention or other right, if and as soon as the financing company demands surrender of said items on the grounds of non-performance of obligations by the lessor towards the financing company. As a result of the aforementioned repossession of the items by the financing company, the present lease agreement will be dissolved (to the extent possible by operation of law) with immediate effect. Surrender to or repossession of the items by the financing company must take place at a location in the Netherlands designated by the financing company, and the lessee undertakes to fully cooperate therewith.
3. If the situation referred to under 2 above arises and the financing company wishes to continue the lessee's use of the items, the lessee is obliged, upon demand of the financing company, to enter into a lease agreement with the financing company for the remaining term of the present lease agreement and under otherwise identical conditions.
4. The parties entirely exclude the applicability of Articles 7:226 and 7:227 of the Dutch Civil Code.
5. The third-party clause included above in this article cannot be revoked by either the lessee or the lessor.